

FILED
2018 DEC 28 09:00 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE #: 18-2-57656-3 SEA

Honorable Regina S. Cahan
Hearing Date: January 8, 2019
Oral Argument Requested

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

LORENA MARTIN

Plaintiff,

v.

THE BASEBALL CLUB OF SEATTLE,
LLP, a Washington limited liability
limited partnership, d/b/a SEATTLE
MARINERS,

Defendant.

NO. 18-2-57656-3 SEA

DECLARATION OF ROBIN W.
PHILLIPS IN SUPPORT OF
PLAINTIFF'S MOTION TO STRIKE
DEFENDANT'S DEMAND FOR
ARBITRATION

I, ROBIN W. PHILLIPS, hereby declare as follows:

1. I am over the age of 18 years and am otherwise competent to make this declaration.

This declaration is based upon my personal knowledge of the facts stated herein.

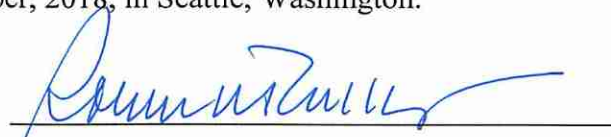
2. I am counsel for Plaintiff Lorena Martin.

3. Attached hereto as **Exhibit 1** is a true, correct, and complete copy of the

Defendant's Demand for Arbitration filed on November 13, 2018.

1 I declare under penalty of perjury and the laws of the State of Washington that the foregoing
2 is true and correct, to the best of my knowledge and belief.

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4 DATED this 21 day of December, 2018, in Seattle, Washington.

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7 Robin W. Phillips

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Baseball Club of Seattle, LLLP
c/o Registered Agent
3400 Capitol Blvd. S.
Tumwater, WA 98501

- ☒ via Legal Messenger
☐ via U.S. Mail, postage pre-paid
☐ via E-mail


2018. 
Karla Struck
Legal Assistant

EXHIBIT 1

IN PRIVATE ARBITRATION

THE BASEBALL CLUB OF SEATTLE,
LLLP,

Claimant,

v.

LORENA MARTIN, PHD,

Respondent.

DEMAND FOR ARBITRATION

TO: Lorena Martin, PhD.
c/o Arnold R. Hedeon
Hedeon & Caditz, PLLC
One Union Square, Suite 2100
600 University Street
Seattle, Washington 98101-4161
arne@hedeoncaditz.com

AND TO: Arnold R. Hedeon
Hedeon & Caditz, PLLC
One Union Square, Suite 2100
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AND TO: Bryan D. Caditz
Hedeon & Caditz, PLLC
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Pursuant to a written contract of the parties providing for arbitration of all claims, disputes, or other matters in controversy, Claimant the Baseball Club of Seattle, LLLP ("Baseball Club" or "the Mariners") hereby demands arbitration of the issues and claims herein and all Counterclaims to be asserted by Respondent.

PARTIES

1. Claimant Baseball Club is a Washington limited liability limited partnership organized and doing business in the State of Washington with its headquarters in Seattle, Washington.

2. Respondent Martin is an individual resident of the State of Washington.

THE EMPLOYMENT AGREEMENT

3. The Mariners' Executive Vice President and General Manager, Jerry Dipoto, hired Respondent Martin on November 1, 2017, as Baseball Club's Director of High Performance. The Employment Agreement dated November 1, 2017, is attached as Exhibit 1.

4. The term of Respondent Martin's Employment Agreement was three years, through October 31, 2020.

5. Respondent Martin's compensation was an annual salary of \$300,000. She had no entitlement to additional compensation or bonus under the Employment Agreement.

6. The Employment Agreement allows Claimant Baseball Club to terminate Respondent Martin for cause or without cause. If terminated without cause, the Club is responsible to pay her the balance of her three-year compensation. No payment is required if her employment is terminated for cause.

7. The Employment Agreement defines "cause" to include "a legitimate and significant business reason for such termination arising out of the willful conduct...[including]:

(a) Refusal or willful failure to carry out the lawful duties ... described in Section 1 or any orders, instructions or directives of the Club Chairman or President, or interference with the performance by other Club employees of their lawful duties;

* * *

(d) Deception, fraud, misrepresentation or other material acts of dishonesty by...;

(e) Any act which materially compromises her reputation, her ability to represent the Mariners with the public, or the good will or reputation of the Mariners; or

(f) Any other material violation of this Agreement or of the rules, regulations, directives or requirements of the Office of the Commissioner of Baseball or the related Major League Baseball entities;"

Ex. 1, ¶¶ 6.5, 7(a).

8. The Employment Agreement also requires all claims and disputes to be resolved through arbitration. *Id.* ¶ 13.

RESPONDENT MARTIN PLACED ON ADMINISTRATIVE LEAVE

9. Beginning in March 2018, other employees of Claimant Baseball Club, including team trainers and Respondent Martin's direct reports, complained to Dipoto about Respondent Martin with respect to both her competency and her trustworthiness.

10. These employees complained that Respondent Martin had created a hostile work environment and threatened to fire them if they spoke to Dipoto about player medical or other issues. Others reported that Respondent Martin ignored doctor's orders for treatment of injured players and instead implemented medical treatments of her own design even though she was unqualified to diagnose or prescribe treatment. Trainers reported concerns about Respondent Martin engaging in medical and therapeutic practices without a license, and had misrepresented herself as a medical doctor to other MLB team's staff. There were also reports that Respondent Martin had asked trainers for prescription medication to give to a player who had no prescription.

11. As a result of the overwhelming and accumulating complaints, Claimant Baseball Club retained independent investigators to conduct an independent and impartial investigation of Respondent Martin.

12. Upon receiving information corroborating the complaints about Respondent Martin and uncovering evidence of her failure to competently perform her job duties and indications of other misconduct, Claimant Baseball Club relieved Respondent Martin of her

duties and put her on paid, administrative leave effective October 10, 2018, pending completion of the investigation, and in order to provide her an opportunity to participate in the investigation and speak directly to the investigators.

13. For more than a month, Respondent Martin has declined to participate in the internal investigation and has refused to even meet with the independent investigators.

14. After Respondent Martin learned her behavior in the workplace was being investigated, and that she was relieved of her duties and placed on administrative leave, she asserted—for the first time—baseless allegations of gender and race discrimination.

15. At Respondent Martin's suggestion, the Mariners agreed to mediate this dispute.

16. At the outset of the mediation, pursuant to correspondence dated October 16, 2014, Respondent agreed that neither party would make any public statements about her employment status until completion of the mediation.

17. Claimant Baseball Club and Respondent Martin unsuccessfully mediated on October 24 through November 12, 2018.

18. On the afternoon and evening of November 12, 2018, and while still on paid administrative leave, Respondent Martin breached her agreement to make no public statements. She embarked on a campaign to discredit the Mariners by releasing statements on social media and to the press, which statements were inaccurate and false. Such statements were made deliberately and with the intent to harm the Mariners.

19. Sometime on November 12, 2018, Respondent Martin contacted the office of Major League Baseball and repeated the statements she had made in the press, while simultaneously acknowledging that her claims were "in mediation" even as she made her report..

20. Respondent Martin's allegations of discrimination are not true. No indication, much less evidence, of such was identified during the course of the independent investigation which involved personal interviews of approximately 20 individuals who were in a position to know.

21. On information and belief, the Club alleges that Respondent Martin also had contacted *The Seattle Times* early in November, and made similar allegations on the condition that her identity as the reporter's source would remain confidential. The Mariners were contacted by *The Seattle Times* as a result of Martin's "leak" of the information. The Mariners made no comment at that time, yet Martin's lawyers accused the Mariners of being the source of the leak.

22. As of the date of this Demand for Arbitration, Respondent Martin is still an employee of the Club, albeit she has been relieved of her duties and is on paid administrative leave. She received her paycheck on October 31, 2018, for salary from October 16-31, and later this week she will receive her November 15, 2018, paycheck for salary from November 1-15.

23. Other statements made by Respondent Martin to the press and on social media are false and were made deliberately by Martin in order to harm the Club. Such statements have, in fact, caused harm, entitling the Mariners to an award of damages.

24. Claimant Baseball Club's request that Respondent Martin meet with the investigators to provide her response to the concerns raised about her performance and behavior has remained open since October 10, but she continues to decline the invitation and she still refuses to even meet with the investigators.

25. Respondent Martin's Employment Agreement specifically provides that either she or the Club can terminate her employment at any time "for any reason."

26. Based on Martin's refusal to cooperate and meet with the independent investigators, and based on her violation of the agreement to refrain from making public statements, the Club is required to make a decision regarding her continued employment based on the information that is otherwise available to the Club.

27. If the Employment Agreement is terminated by the Club, the Agreement contains specific provisions as to the financial consequences of that decision and the limits of additional

compensation, if any, to which she would be entitled. Those provisions do not entitle her to the monies she has demanded.

28. Based on the information Claimant Baseball Club has received, and in the absence of any input from Martin presented to the investigators charged with gathering the facts and evidence, Respondent Martin is subject to termination for cause under Section 6.5 of the Employment Agreement.

CLAIM FOR DECLARATORY RELIEF — PROPER FOR-CAUSE TERMINATION

29. Respondent Martin's termination was the result of repeated dishonesty, misrepresentations, inappropriate workplace conduct, and poor performance.

30. The bases for Respondent Martin's termination are set forth in the Employment Agreement's definition of "cause."

31. Because Respondent Martin's termination is for cause, she is not entitled to any further compensation after the effective date of her termination.

32. Respondent Martin disputes that her termination of employment is properly characterized as "for cause" and she contends that she is entitled to receive payment for the remaining salary and benefits set forth in the Employment Agreement through its entire Term ending October 31, 2020.

33. This dispute constitutes a justiciable controversy suitable for resolution in arbitration.

34. Claimant Baseball Club is entitled to have an Arbitrator issue a declaratory ruling as provided in the Employment Agreement in order to resolve the dispute as to whether or not Respondent's termination of employment was properly "for cause" or "without cause," and to determine whether she is owed any additional compensation.

CLAIM FOR DECLARATORY RELIEF — EMPLOYMENT-RELATED CAUSES OF ACTION

35. While Respondent Martin's allegations and mediation-related statements purport to state employment-related causes of action on which relief can be granted against Claimant Baseball Club, in fact, Respondent Martin fails to state a claim.

36. Respondent Martin's termination was based solely on her poor performance and inappropriate conduct, and was not the result of any hostile work environment, gender discrimination, race discrimination, or harassment on the part of Claimant Baseball Club.

37. Claimant Baseball Club is entitled to a declaratory award that it has no liability for any employment-related causes of action.

CLAIM FOR DAMAGES — DEFAMATION AND VIOLATION OF CONFIDENTIALITY

38. In addition to her false statements made publicly concerning the Mariners, Respondent Martin also has disclosed publicly certain confidential and privileged communications conveyed in mediation.

39. Respondent Martin's unauthorized disclosure of information and her false statements violated her agreement of confidentiality, violated the written Mediation Terms signed by the parties on October 24, 2018, and violated RCW 7.07 et. seq.

40. Claimant Baseball Club is entitled to an award of damages for Respondent Martin's defamatory statements which were not privileged, and for her violation of confidentiality, her breach of written agreements, and her violation of RCW 7.07 et. seq., all of which were done deliberately, against the advice of her legal counsel, and with the intention and result of harming the Mariners, its executives, and the Club.

PRAYER

WHEREFORE, Claimant Baseball Club requests that the Arbitrator determine the following:

- a. That Respondent Martin's termination of employment was properly characterized as "for cause" and that she is not entitled to any further compensation for her employment nor entitled to any damages on any Counterclaim;
- b. That an award of damages be made in favor of Claimant Baseball Club;
- c. That an award be entered in favor of Claimant Baseball Club and against Respondent Martin;
- d. That Claimant Baseball Club be awarded its reasonable costs and attorneys' fees; and
- e. That such other relief be awarded in favor of Claimant Baseball Club and against Respondent Martin as is deemed just and equitable.

DATED this 13th day of November, 2018.

s/ Harry H. Schneider, Jr., WSBA No. 9404

Harry H. Schneider, Jr., WSBA No. 9404

HSchneider@perkinscoie.com

Julie S. Lucht, WSBA No. 31278

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Telephone: 206.359.8000

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*Attorneys for Respondent The Baseball Club of
Seattle, LLLP*

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), which is effective as of November 1, 2017 ("Effective Date"), is hereby entered into by and between THE BASEBALL CLUB OF SEATTLE, LLLP d/b/a the Seattle Mariners Baseball Club ("Employer" or the "Club"), and Lorena Martin, PhD ("Dr. Martin").

1. EMPLOYMENT

Consistent with the terms of this Agreement, Employer will employ Dr. Martin and Dr. Martin will serve Employer as its Director of High Performance. In this capacity, Dr. Martin will perform all duties and responsibilities customary to her position and such additional duties and responsibilities as may be reasonably assigned. Such duties and responsibilities will include developing, directing, and overseeing a High Performance Department for the Club. Dr. Martin will collaborate with the Club's Director of Player Development, Assistant General Manager, and Major League Manager to develop a data-driven approach to reducing player injuries and optimizing on-field performance. Additionally, Dr. Martin will oversee the Club's athletic trainers, physical therapists, strength and conditioning coaches, doctors, third party body service providers, nutritionists, sports scientists, and mental skills coaches.

It is expected that Dr. Martin primarily will report to and perform her responsibilities at the Club's Seattle facility. However, Dr. Martin will be expected to perform her responsibilities at the Club's facility in Peoria, Arizona during Spring Training, and may be assigned to visit other locations as directed by the Club from time to time. Dr. Martin will report to the Club's Executive Vice President, Baseball Operations/General Manager.

2. ATTENTION AND EFFORT

Dr. Martin will devote all of her productive time, ability, attention and best efforts to the Employer's business to the exclusion of all other business activities; provided, however, that Dr. Martin may devote reasonable periods of time to (a) serving on boards of directors of other corporations if approved in advance by the Club President, or (b) engaging in charitable or community service activities, as long as none of the foregoing additional activities materially interferes with Dr. Martin's duties under this Agreement.

3. TERM

The term of this Agreement ("Term"), unless otherwise terminated pursuant to Section 6 of this Agreement, will commence on November 1, 2017 and continue through October 31, 2020. If the Club qualifies for post-season play in 2020, and that post-season

continues beyond October 31, 2020, the Term shall be extended through the Club's final game of the 2020 post-season.

As used herein, the "Contract Year" shall be defined as November 1 through the following October 31. When referring to a specific Contract Year, reference will be made to the calendar year in which that Contract Year ends. (E.g., the 2018 Contract Year covers the period November 1, 2017 through October 31, 2018).

4. COMPENSATION

Employer shall compensate Dr. Martin for the services she renders under this agreement as follows:

4.1 Base Salary

Employer shall pay Dr. Martin a base salary, before all customary payroll deductions, at the following annual rates during each Contract Year of the Term, payable on the same intervals as other senior management employees of the Club:

2018 Contract Year:	\$300,000
2019 Contract Year:	\$300,000
2020 Contract Year:	\$300,000

Dr. Martin's salary shall not be reduced below these levels during the Term, except that, in the event of exigent circumstances (e.g., player's strike) resulting in an across-the-board reduction generally applicable to all of Employer's officers and directors, Dr. Martin's salary may be reduced by the same generally-applicable percentage.

4.2 Bonus

In addition to the base salary, Dr. Martin shall be given annual bonus consideration at the end of each Club fiscal year. The actual amount of any bonus awarded shall be determined in the sole discretion of the Club President and Chairman, who shall give good faith consideration in determining such amount to Dr. Martin's performance and the Club's on-field performance, as well as Club attendance and overall financial results, consistent with the terms of any front office bonus plan in place for the applicable Contract Year.

5. BENEFITS

In addition to the compensation set forth above, Employer shall provide Dr. Martin the following benefits:

5.1 Vacation and Sick Leave

Employer shall provide Dr. Martin with three weeks' vacation leave in each year, in addition to any periods of office closure, subject to Employer's normal policies on vacation leave accrual and use. Employee shall earn sick leave in accordance with Club policies applicable to senior management employees.

5.2 Insurance

Dr. Martin shall be eligible for all group insurance benefits customarily provided by Employer to its senior management employees, as those programs may change from time to time.

5.3 Retirement and 401(k) Plans

Dr. Martin shall be eligible to participate in all retirement and 401(k) programs customarily provided by Employer to its senior management employees, as those programs may change from time to time.

5.4 Moving and Relocation Expenses

On a one-time basis, Employer shall reimburse the actual, reasonable moving expenses incurred by Dr. Martin in relocating her year-round residence from the Los Angeles, California area to the Seattle area. Moving expenses eligible for such reimbursement include (a) the packing and one-way transportation of Dr. Martin's personal and household goods; (b) one-way coach airfare for Dr. Martin, or the reasonable cost of ground transportation, if used; (c) Dr. Martin's expenses relating to rental of temporary executive living quarters (or reasonably comparable hotel expenses) for up to sixty (60) days; (d) temporary rental of an automobile in Seattle until arrival of Dr. Martin's personal vehicle; and (e) other relocation expenses approved in advance by the Employer. In addition, the Club will reimburse Dr. Martin for one additional round trip airfare from California to Seattle for Dr. Martin for house-hunting and other transitional purposes. Relocation expenses are not intended to cover any costs associated with the purchase or sale of Dr. Martin's residence or any temporary living quarters beyond those expressly provided in the foregoing sentence.

5.5 Miscellaneous

In addition to the benefits listed above, in each Contract Year of the Term Employer shall provide Dr. Martin:

- (a) complimentary tickets to Mariners home games, consistent with Club policies generally applicable to its senior management employees; and
- (b) parking at the Club offices for Dr. Martin; and

- (c) reimbursement of reasonable out-of-pocket business expenses, subject to Employer's standard policies on business use and accounting requirements.

6. TERMINATION

This Agreement and Dr. Martin's employment with the Club may be terminated as follows:

6.1 By Employer

Employer may terminate the employment of Dr. Martin for any reason, with or without Cause, at any time during the Term or at the end of the Term, but subject to the salary and benefit continuation obligations set forth in Section 7(b) if terminated without Cause. Termination may be effective immediately or on such other date agreed to by the parties.

6.2 By Dr. Martin

Dr. Martin may resign her employment during the Term either (a) for Good Reason as defined in Section 6.3 below; or (b) for serious personal or family reasons relating to the health or well-being of Dr. Martin or a member of her immediate family.

6.3 Good Reason for Termination

"Good Reason" for termination shall be found to exist in the event of (a) a substantial and material diminution of Dr. Martin's level of authority and responsibility, or (b) a material breach of this Agreement by Employer, including any actual or proposed reduction in salary inconsistent with Section 4.1 above; provided, however, that in any such event Dr. Martin shall give the Employer thirty days' notice of her intent to exercise this right to terminate and an opportunity to cure the Good Reason for termination, if reasonably subject to being cured. If Good Reason for termination exists, irrespective of Dr. Martin's election of whether or not to terminate her employment, Employer will give its consent to any request by Dr. Martin or another major league baseball club that she be permitted to interview and/or accept employment with another major league baseball club.

6.4 Automatic Termination

This Agreement and Dr. Martin's employment hereunder will terminate automatically upon the death or disqualifying disability of Dr. Martin. Dr. Martin and Employer acknowledge that Dr. Martin's ability to perform the duties specified in Section 1 is the essence of this Agreement. Therefore, the term "disqualifying disability" as used herein shall mean Dr. Martin's inability to perform actively and at full capacity the duties set forth in Section 1 for a period of one hundred twenty (120) consecutive calendar days or one hundred eighty (180) nonconsecutive calendar days occurring within any twelve-month period during the Term, unless Dr. Martin is granted a leave of absence by the Employer in the Employer's sole discretion. Termination hereunder shall be deemed to be effective

(a) at the end of the calendar month in which Dr. Martin's death occurs or (b) immediately upon a determination by the Employer of Dr. Martin's disqualifying disability, as defined herein.

6.5 Cause

Wherever reference is made in this Agreement to termination being with or without Cause, "Cause" means a legitimate and significant business reason for such termination arising out of the willful conduct of Dr. Martin and shall include, without limitation, the occurrence of one or more of the following events:

- (a) Refusal or willful failure to carry out the lawful duties of Dr. Martin described in Section 1 or any orders, instructions or directives of the Club Chairman or President, or interference with the performance by other Club employees of their lawful duties;
- (b) Violation of a state or federal criminal law involving the commission of a felony or of any crime against Employer;
- (c) Use of illegal drugs or repeated abuse of alcohol or prescription drugs;
- (d) Deception, fraud, misrepresentation or other material acts of dishonesty by Dr. Martin;
- (e) Any act which materially compromises Dr. Martin's reputation, Dr. Martin's ability to represent Employer with the public, or the good will or reputation of the Employer; or
- (f) Any other material violation of this Agreement or of the rules, regulations, directives or requirements of the Office of the Commissioner of Baseball or the related Major League Baseball entities;

provided, however, that in the event that Cause is based upon occurrence of any event described in subparagraphs (a), (e), or (f) of this Section 6.5, Employer shall give Dr. Martin thirty days' notice of its intent to exercise its right to terminate and an opportunity to cure the Cause for termination, if reasonably subject to being cured.

7. TERMINATION PAYMENTS

In the event of termination of the employment of Dr. Martin, all compensation and benefits set forth in this Agreement shall terminate except that:

- (a) Dr. Martin shall be entitled to receive her full compensation (including all benefits) for services already performed and for the remainder of the Term until such date as her termination becomes effective; and

- (b) In the event of termination either by (i) Employer without Cause, or (ii) Dr. Martin for Good Reason, Dr. Martin shall be entitled to receive as a severance payment continuation of her base salary for the remainder of the Term, subject to the right of Employer to offset any earnings that Dr. Martin receives from alternative employment in professional baseball (and subject to the Commissioner's Office Offset Policy applicable to alternative employment with a Major League club). During any such period of salary continuation until Dr. Martin accepts other employment providing group benefits or until Dr. Martin's eligibility under COBRA expires (typically after 18 months), Employer shall continue to provide Dr. Martin with group insurance benefits on the same terms as Dr. Martin would have received had her employment continued. All other compensation and benefits may be discontinued by the Club on the date that termination becomes effective.

8. REPRESENTATIONS AND WARRANTIES

In order to induce Employer to enter into this Agreement, Dr. Martin represents and warrants to Employer as follows:

8.1. Qualifications

Dr. Martin knows of no physical or mental disability that would prevent her from fulfilling the essential functions of the position being offered.

8.2 Conflicts of Interest

Dr. Martin has no financial or ownership interest in any professional baseball team at any level, except as may have been disclosed to Employer in writing, and will not during the Term acquire or hold any such interest.

8.3. Other Agreements

Neither the execution nor the performance of this Agreement by Dr. Martin will violate or conflict in any way with any other agreement by which Dr. Martin may be bound.

9. CONFIDENTIALITY

Dr. Martin agrees that information that is not generally known to the public to which she has been or will be exposed as a result of being employed by the Club is confidential information that belongs to the Club. This includes information developed by Dr. Martin, alone or with others, or entrusted to the Club by others. Dr. Martin will hold the Club's confidential information in strict confidence, and not disclose or use it except as authorized by the Club and for the Club's benefit. If anyone tries to compel Dr. Martin to disclose any of the Club's confidential information, by subpoena or otherwise, Dr. Martin will

immediately notify the Club so that the Club may take any actions it deems necessary to protect its interests. Dr. Martin's agreements to protect the Club's confidential information apply both while she is employed by the Club and after her employment by the Club ends, regardless of the reason it ends.

The Club's confidential information includes, without limitation, information relating to the Club's proprietary information, trade secrets, research and development, product development plans, know how, software, videos, audios, scripts, services, technology, designs, drawings, procedures, purchasing, accounting, marketing, sales, customers, suppliers, employees, finances, player evaluations, medical reports, statistical analyses, scouting reports, or other business information.

Notwithstanding the foregoing, non-compliance with these restrictions on disclosure shall not subject Dr. Martin to criminal or civil liability under any Federal or State trade secret law for the disclosure of a Club trade secret when such disclosure is either: (i) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney in confidence solely for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided that any complaint or document containing the trade secret is filed under seal; or (iii) to an attorney representing Dr. Martin in a lawsuit for retaliation by the Club for reporting a suspected violation of law or to use the trade secret information in that court proceeding, provided that any document containing the trade secret is filed under seal and Dr. Martin does not otherwise disclose the trade secret, except pursuant to court order.

Dr. Martin understands, and the Club agrees, that she remains free to use the following: her own general knowledge and experience, whether or not gained while employed by the Club; information that is or becomes generally known to the public or in the relevant industry through no fault of my own; information that she acquires using proper means after her employment by the Club ends; or information that she develops after her employment by the Club ends that does not use or disclose the Club's confidential information.

10. INTELLECTUAL PROPERTY RIGHTS; RIGHTS OF PUBLICITY/PERSONALITY

The Club owns all Works Dr. Martin makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, either (a) during Dr. Martin's employment by the Club (whether or not during working hours), or (b) within one year after Dr. Martin's employment ends if the Work results directly from any work she performed for the Club or involves the use or assistance of the Club's facilities, materials, personnel or confidential information.

Dr. Martin will promptly disclose to the Club, will hold in trust for the Club's sole benefit, and does hereby grant and assign to the Club all Works described in the prior

paragraph, including all copyrights, patent rights, trade secret rights and any rights of publicity or personality therein (including usage of her name, voice, image, likeness and performance in any and all media), vested and contingent, and including extensions and renewals thereof and the right to license and assign. Dr. Martin hereby waives any moral rights she has or may have in the Works described in the prior paragraph. Dr. Martin agrees that all Works produced within the scope of her employment (which shall include all Works produced during her employment by the Club that are related to the Club's business, whether or not done during regular working hours) shall be considered "works made for hire" so that the Club will be considered the author of the Works under the federal copyright laws. At the Club's direction and expense Dr. Martin will execute all documents and take all actions necessary or convenient for the Club to document, obtain, maintain or assign its rights to these Works. The Club shall have full control over all applications for patents or other legal protection of these Works. The Club is not obligated to use or exploit these Works or attribute them to Dr. Martin.

"Works" includes original works of authorship, including interim work product, modifications and derivative works, and all similar matters, whether or not copyrightable. "Works" also includes discoveries, developments, concepts, ideas, improvements to existing technology, processes, procedures, machines, products, compositions of matter, formulas, algorithms, computer programs and techniques, and all other similar matters, whether or not patentable or copyrightable, and includes all records and expressions of those matters.

Dr. Martin understands, and the Club agrees, that Dr. Martin shall retain ownership of any Work of hers for which no equipment, supplies, facilities or trade secret information of the Club was used and which was developed entirely on her own time, unless (a) the Work relates directly to the Club's business or actual or demonstrably anticipated research or development, or (b) the Work results from any work Dr. Martin performed for the Club.

In the case of any Work that Dr. Martin owns or in which she has an interest that is not owned by the Club pursuant to the above terms, the following shall apply. If Dr. Martin uses the Work, or allows it to be used, in the course of the Club's business, or incorporates the Work, or allows it to be incorporated, into any product or process owned or developed in whole or in part by the Club, Dr. Martin hereby grants to the Club and its assigns a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license of all of her interests in the Work, including all rights to make, use, sell, reproduce, modify, distribute, perform publicly, display publicly and transmit the Work, without restriction. At the Club's direction and expense Dr. Martin will execute all documents and take all actions necessary or convenient for the Club to document, obtain, maintain or assign its license rights hereunder of her interest in any such Work.

11. ASSIGNMENT

This Agreement is personal to Dr. Martin and shall not be assignable by Dr. Martin. Employer may assign its rights hereunder to (a) any corporation resulting from any merger,

consolidation or other reorganization to which Employer is a party or (b) any corporation, partnership, association or other person to which Employer may transfer all or substantially all of the assets and business of Employer existing at such time. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

12. WAIVERS

No delay or failure by any party hereto in exercising, protecting or enforcing any of its rights, titles, interests or remedies hereunder, and no course of dealing or performance with respect thereto, shall constitute a waiver thereof. The express waiver by a party hereto of any right, title, interest or remedy in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance. All rights and remedies shall be cumulative and not exclusive of any other rights or remedies.

13. ARBITRATION

Any claims or disputes arising out of or relating to this Agreement, other than an action to enforce the provisions of Section 9 for which relief may be sought directly in a court of law, shall be fully and finally settled by arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect (the "AAA Rules"). The arbitration proceeding shall be conducted by one arbitrator either mutually agreed upon by Employer and Dr. Martin or, if an arbitrator cannot be mutually agreed upon, chosen in accordance with the AAA Rules. The arbitrator shall have authority to interpret and apply the terms of this Agreement, but shall have no authority to add to, subtract from or otherwise modify the terms of this Agreement. The arbitrator's decision shall be final and binding.

14. AMENDMENTS IN WRITING

This Agreement may not be modified or amended except in writing signed by both of the parties hereto.

15. APPLICABLE LAW

This Agreement shall in all respects, including all matters of construction, validity and performance, be governed by and construed and enforced in accordance with the laws of the State of Washington, without regard to any rules governing conflicts of laws. Venue of any action hereunder, including arbitration, shall lie exclusively in King County, Washington.

16. SEVERABILITY

If any provision of this Agreement shall be held invalid, illegal or unenforceable for any reason, then to the full extent permitted by law (a) all other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the

intent of the parties hereto as nearly as may be possible; (b) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision hereof; and (c) any court or arbitrator having jurisdiction thereover shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

17. RULES OF MAJOR LEAGUE BASEBALL

This Agreement is subject to the rules, regulations, constitution, directives and agreements of the Office of the Commissioner of Baseball, and the related Major League Baseball entities, and all obligations under this Agreement shall be subservient to any such rules, regulations, constitution, directives and agreements.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Employer and Dr. Martin with respect to the subject matter hereof, and all prior or contemporaneous oral or written communications, understandings or agreements between Employer and Dr. Martin with respect to such subject matter are hereby superseded and nullified in their entireties as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement on the date set forth above.

**THE BASEBALL CLUB OF
SEATTLE, LLLP**

LORENA MARTIN, PHD

By: Mariners Baseball LLC
Managing General Partner

By: Baseball of Seattle, Inc.
Manager